

**207 Waiver**  
**Title**  
**Legal Description**  
**Policy or Appeals**  
**Correspondence Between Legal & Staff**  
**Letter of Authorization**

Legal



# Historic Residential Exterior Rehabilitation (HRER) Program Declaration

I declare that I have reviewed the Historic Residential Exterior Rehabilitation Program Guidelines; I understand its contents; and, I am submitting this application in accordance with that guide. All information is true to the best of my knowledge and belief. I acknowledge that any errors in the application may affect its review and approval. Further, I understand that applications are competitively reviewed; and, I may not be selected to receive funding. I understand that if I wish to change any aspect of the project after it is approved, I must obtain the written consent of the Historic Preservation Officer, or the Historic Preservation Commission.

Name

(printed): JEFFERY M. CLARK

Signature:

Date:

Name

(printed): JACKIE MORAN

Signature:

Date:

1-25-2017

## Planning and Development Services

7447 E Indian School Road Suite 105, Scottsdale, AZ 85251 Phone: 480-312-7000 Fax: 480-312-7088

City of Scottsdale's Website: [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)



Current Planning Department

7447 East Indian School Road, Suite 105  
Scottsdale, Arizona 85251

Memorandum

April 24, 2017

To: Accounts Payable  
From: Steve Venker, Historic Preservation Officer 

Re: Check Requisition for Historic Residential Exterior Rehabilitation (HRER) Program for  
4832 North 76<sup>th</sup> Place

City Council approved the procedures for the Historic Residential Exterior Rehabilitation (HRER) Program on April 4, 2006 as part of the Consent Agenda, Item No. 7 (City Council Resolution No. 6860 attached). The approval of the resolution empowered the Historic Preservation Commission to select projects and administer the HRER Program. The Commission approved the improvement project for Ms. Jackie Moran on March 2, 2017 for a maximum amount of \$7,500 in City funding based upon reimbursement for up to half of the actual expenditures for the project, but not to exceed \$7,500 (marked agenda and portion of approved March 2, 2017 HPC minutes attached). The City matching expenditure is equal to the cost to purchase a Conservation Easement. Funding for this rehabilitation program was approved by City Council as part of the Planning Neighborhood and Transportation Department budget for the current fiscal year.

The attached receipts indicate a total of \$12,194.25 in expenditures by the homeowner for the balcony replacement. The expenses incurred document that the expenses are below the \$15,000 required for the maximum approved reimbursement in the rehabilitation agreement. Ms. Moran requests reimbursement in the amount of \$6,097.13 which is below the maximum in the Rehabilitation Agreement. Scottsdale Historic Preservation Office staff inspected and obtained photographs of the work and found it satisfactory and determined that the work met the approved Scope of Work (attached) for the project. The actual construction cost qualifies the owner for a City reimbursement of \$6,097.13.

Total Project Cost by Homeowner on Receipt = \$12,194.25 (replacement of windows, door, wood siding, and stucco)

City Reimbursement/Conservation Easement =  $\frac{1}{2} \times \$12,194.25 = 6,097.13$ , up to a maximum of \$7,500.00 = **\$6,097.13 Check Requisition**

When the check is ready, please contact Ms. Moran at the phone number that is on the Check Requisition form so that she can pick up the check.

Attachments:

1. Check Requisition for Ms. Jackie Moran
2. Resolution No. 6860
3. Marked Agenda and Portion of Approved HPC March 2, 2017 Minutes
4. Rehabilitation Agreement Exhibit "C" Scope of Work
5. Deed of Conservation Easement, signed and notarized
6. Receipts from Homeowner
7. IRS Form W9







**RESOLUTION NO. 6860**

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE PRESERVATION DIVISION TO ADMINISTER AND AWARD FUNDS TO IMPLEMENT THE HISTORIC RESIDENTIAL EXTERIOR REHABILITATION PROGRAM, WITH RECOMMENDATIONS FROM THE HISTORIC PRESERVATION COMMISSION, AND APPROVING CONTRACT NO. 2006-023-COS BETWEEN THE CITY AND JOHN AND CHRISTA KEATING FOR THE ACQUISITION BY THE CITY OF A CONSERVATION EASEMENT

WHEREAS, the Council approved a \$2 million Scottsdale Revitalization funding package in 2004 that included \$200,000 in funding for a rehabilitation program for designated historic districts; and

WHEREAS, the Council approved the first neighborhood historic districts in Scottsdale in June, 2005 when it adopted the Village Grove 1-6 and Town and Country Scottsdale historic districts; and

WHEREAS, the Historic Preservation Commission (HPC) was appointed by the Council in June, 1997 and charged with developing a comprehensive Historic Preservation Program for the City of Scottsdale; and

WHEREAS, the HPC has approved preservation guidelines for each of the two existing neighborhood historic districts that will be used by owners to prepare their improvement plans and by the HPC and staff to review the appropriateness of the proposed home improvement plans for properties within the neighborhood historic districts, and the HPC will prepare similar preservation guidelines for any additional historic districts the Council designates; and

WHEREAS, the HPC has approved the application materials needed to effectively administer the Historic Residential Exterior Rehabilitation Program, including forms, a manual with priorities for funding, guidelines, sample legal documents, and a selection process; and

WHEREAS, the Preservation Division supports the work of the HPC and administers the local Historic Preservation Program, with support and recommendations from the HPC; and

WHEREAS, Preservation staff desire to establish procedures for the efficient implementation of the Historic Residential Exterior Rehabilitation Program, including the acquisition by the City of conservation easements for the purpose of preserving improvements to qualifying structures; and

Attachment 1.

WHEREAS, John and Christa Keating are the owners of real property located at 7308 E. Monte Vista Road in the Scottsdale Town and Country historic district, and wish to make certain improvements to their property to continue to maintain its structural integrity; and

WHEREAS, the City and the Keatings wish to enter into an agreement whereby the City will acquire a conservation easement from the Keatings in order to preserve the improvements after they are made and in order to encourage and facilitate the Keatings' improvements to their property, which agreement will be to the benefit of the citizens of Scottsdale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. City Council authorizes the Preservation Division and the HPC to administer the Historic Residential Exterior Rehabilitation Program, using existing budgeted funds as previously approved and funded by the City Council as part of the 2004 Scottsdale Revitalization Program, and any future funds budgeted by the City Council for this rehabilitation program, to modify the application form, submittal deadlines, guidelines, priorities and competitive selection process for the program when necessary, and to accept conservation easements for the City.

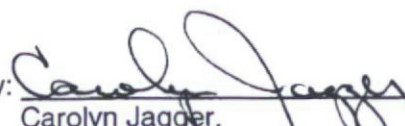
Section 2. City Council authorizes the Preservation Division to prepare agreements with homeowners in historic districts for improvement projects selected by the HPC through a competitive selection process, and to authorize the Preservation Director or designee to sign future agreements to agree to pay up to \$10,000 per residence for the acquisition of conservation easements to preserve successfully completed improvement projects that maintain or enhance the character-defining features of homes in City Council designated neighborhood historic districts.

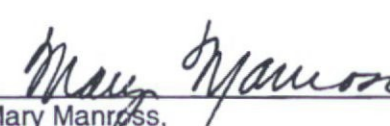
Section 3. Mayor Mary Manross is hereby authorized and directed to execute on behalf of the City of Scottsdale Contract No. 2006-023-COS.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Scottsdale this ~~4th~~ day of April, 2006.

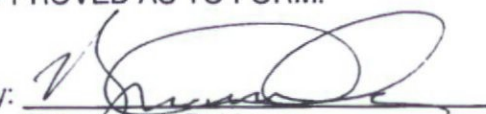
ATTEST:

CITY OF SCOTTSDALE, an  
Arizona municipal corporation

By:   
Carolyn Jagger,  
City Clerk

By:   
Mary Manross,  
Mayor

APPROVED AS TO FORM:

By:   
Deborah W. Robberson,  
City Attorney



## **APPROVAL OF MINUTES**

3. Review and possible approval of February 2, 2017 Historic Preservation Commission Meeting Minutes.

Commissioner Schweiger made a motion to approve the February 2, 2017 meeting minutes; 2nd by Vice Chair Moosavi. Minutes approved 7-0.

## **REGULAR AGENDA**

4. 2-HP-2017 (New Villa - Moran Residence)

Request by owner for an approval of a Certificate of Appropriateness and approval for Historic Residential Exterior Rehabilitation (HRER) Program reimbursement funding for exterior rehabilitation of the structure including new windows, doors, and wood siding.

4832 N 76th Pl

Staff contact person is Keith Niederer, 480-312-2953.

Applicant contact person is Jackie Moran, 480-304-1872.

Commissioner Schweiger made a motion to approve the Certificate of Appropriateness; 2nd by Commissioner Lee. Certificate of Appropriateness approved 7-0.

Commissioner Hackbarth made a motion to approve HRER Program funding; 2nd by Commissioner Schweiger. HRER Program funding approved 7-0.

6. Historic Preservation Work Program

Review, discussion, and possible direction regarding the 2017 Historic Preservation Commission Work Program

Moved to Regular Agenda by Chair Southard.

Commissioner Craig made a motion to approve the 2017 Historic Preservation Commission Work Program; 2nd by Commissioner Scott. 2017 Historic Preservation Commission Work Program approved 7-0.

7. Historic Preservation Commission Bylaws

Review, discussion, and possible direction regarding the Historic Preservation Commission Bylaws

Moved to Regular Agenda by Chair Southard.

Commissioner Lee made a motion to approve the Historic Preservation Commission Bylaws; 2nd by Commissioner Craig. Bylaws approved 7-0.



Persons with a disability may request a reasonable accommodation by contacting Casey Steinke at 480-312-2611. Requests should be made 24 hours in advance, or as early as possible, to allow time to arrange the accommodation. For TTY users, the Arizona Relay Service (1-800-367-8939) may contact Casey Steinke at 480-312-2611.

**REGULAR AGENDA**

4. **2-HP-2017 (New Villa - Moran Residence)**

Request by owner for an approval of a Certificate of Appropriateness and approval for Historic Residential Exterior Rehabilitation (HRER) Program reimbursement funding for exterior rehabilitation of the structure including new windows, doors, and wood siding.  
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Staff contact person is Keith Niederer, 480-312-2953.

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**Commissioner Schweiger made a motion to approve the Certificate of Appropriateness; 2nd by Commissioner Lee. Certificate of Appropriateness approved 7-0.**

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6. **Historic Preservation Work Program**

Review, discussion, and possible direction regarding the 2017 Historic Preservation Commission Work Program

**Moved to Regular Agenda by Chair Southard.**

**Commissioner Craig made a motion to approve the 2017 Historic Preservation Commission Work Program; 2nd by Commissioner Scott. 2017 Historic Preservation Commission Work Program approved 7-0.**

7. **Historic Preservation Commission Bylaws**

Review, discussion, and possible direction regarding the Historic Preservation Commission Bylaws

**Moved to Regular Agenda by Chair Southard.**

**Commissioner Lee made a motion to approve the Historic Preservation Commission Bylaws; 2nd by Commissioner Craig. Bylaws approved 7-0.**

\* Note: These are summary action minutes only. A complete copy of the meeting audio is available on the Historic Preservation Commission website at:  
<http://www.scottsdaleaz.gov/boards/HistPres>



## **EXHIBIT "C"**

The following items establish the Scope of Work to be accomplished under this Agreement. These same items pertain to the Certificate of Appropriateness issued by the Historic Preservation Office for all work performed under this program. It is the responsibility of the property owner or the contractor to obtain any Building Permits that may be required for the Scope of Work items by the Development Services Department. Building permit fees must be paid by the property owner.

### **SCOPE OF WORK**

**4832 North 76<sup>th</sup> Place  
Scottsdale, Arizona**

Request approval of a Certificate of Appropriateness and approval for Historic Residential Exterior Rehabilitation (HRER) reimbursement funding for exterior rehabilitation of the structure including the following:

1. Remove and replace three windows.
2. Remove one man door and replace it with a new window.
3. Remove one sliding door and replace it with new French doors and side lights.
4. Remove and replace one man door at laundry room.
5. Remove and replace wood siding at laundry room.
6. Remove metal feature at front window and replace metal feature with emergency exiting hardware. Repair and paint stucco finish on exterior walls.

WHEN RECORDED RETURN TO:

City of Scottsdale

One Stop Shop/Records

VENKER

7447 E. Indian School Road, Suite 100

Scottsdale, AZ 85251

**EXEMPT UNDER A.R.S. 11-1134 (A) (2)**

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the 14th day of April 2017, by and between Jackie S. Moran, (the "Property Owner"), whose principal address is 4832 North 76th Place, Scottsdale, Arizona 85251 and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona, (the "City").

RECITALS

A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.

B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.

C. The Property Owner is the owner in fee simple of that certain property located at 4832 North 76<sup>th</sup> Place, Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)

D. The Property is listed on the Scottsdale Historic Register; and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

E. On March 7, 2017, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.

F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.



## AGREEMENT

NOW, THEREFORE, in consideration of the City's payment to the Property Owner of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Property Owner agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer and assign unto the City an Easement, as provided for under the Act, in gross for a term from the date hereof and through and including ten (10) years (the "Term"), to preserve an unobstructed view of the Facades, and to perform the covenants contained herein, which Easement shall contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein. Without limitation, the Property Owner shall not allow or suffer to exist upon the Property any obstructions to views of the Facades from properties adjacent to the Property except such as may exist at the time of the creation of this Easement. This document runs with the land in favor of the City's successors and assigns.

2. Property Owner's Covenants: In furtherance of the Easement herein granted, the Property Owner hereby covenants and agrees with the City as follows:

2.1 Documentation of the Exterior Condition of the Facades. For the purpose of this Easement, the owner or his designee has depicted the exterior Facades in an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement (collectively, the "Photographs") and filed in the office of the City of Scottsdale Preservation Division, or designated successor. The exterior condition and appearance of the Facades as depicted in the Photographs is deemed to describe their external nature as of the date hereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures as is required to ensure the structural soundness and the safety of the Structures and the Facades.

2.4 Inspection. In order to periodically observe the Structures and Facades, representatives of the City shall have the right to enter the Property to inspect the exterior Facade. This inspection will be made at a time mutually agreed upon between the Property Owner and the City, or, if no time is mutually agreed upon, at any time during normal business hours after not less than forty-eight hours notice to the Property Owner by the City.



2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

2.6 Insurance. The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Certificate of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Certificate of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

3. Warranties and Representations of the Property Owner. The Property Owner hereby represents, covenants and warrants to the City as follows:

3.1 Information Furnished, True and Correct. All information given to the City by the Property Owner in order to induce the City to accept this Easement, including all information contained in this Easement, is true, correct and complete.

3.2 Legal, Valid and Binding. The Property Owner is lawfully seized and possessed of the Property, has a good and lawful right to make the conveyance described herein, and this Easement is in all respects, legal, valid and binding upon the Property Owner and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement. The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind the Property Owner have joined in this document. The City shall have quiet title and possession against the claims of all persons.

3.3 No Impairment of Easement. The Property Owner, for himself, his heirs, personal representatives, and assigns, has not reserved, and to his knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged



Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

5. Indemnification. The Property Owner covenants that he shall pay, protect, indemnify, hold harmless and defend the City, its officers, employees, agents, independent contractors and elected officials, at the Property Owner's sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its officers, employees, agents, independent contractors and elected officials, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement, except in such matters arising solely from the gross negligence of the City, or its officers, employees, agents, independent contractors or elected officials.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement for claims accruing for a period of two (2) years.

5.2 Explanation of Indemnification. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owner and the City agree that the purpose of Paragraph 5 is to require the Property Owner to bear the expense of any claim made by any party against the City, which arises because the City has an interest in the Property as a result of this Easement, or because of any actions taken by the City pursuant to the Program Agreement or this Easement.

6. Default/Remedy. In the event (a) the Property Owner fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise fails to comply with any stipulation or restriction set forth herein, or (b) any representation or warranty of the Property Owner set forth herein is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity, the City or its designee, following prior written notice to the Property Owner, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, or (bb) enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property. In the event the Property Owner violates any of its obligations under this Easement, the Property Owner shall reimburse the City for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.



7. Waiver. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement:

8.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and restrictions on use herein contained.

8.2 Invalidity of the Act. This Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent thereto.

8.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Property Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

8.4 Amendments and Modifications. For purposes of furthering the preservation of the Facades, the Structures and the other Property and the other purposes of this Easement, and to meet changing conditions, the Property Owner and the City are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the terms or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

8.5 No Third Party Beneficiaries: It is not the intention of the parties hereto that any third party who is not an assignee of an interest of any of the parties will have the right to enforce or benefit from any of the provisions of this Easement or the Program Agreement.

8.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement by the Property Owner.

8.7 Feminine and Masculine. For purposes of this Easement, the feminine shall include the masculine and the masculine shall include the feminine.



IN WITNESS WHEREOF, the Property Owner and the City executed this Easement on the date first above written, which Easement shall be effective immediately upon such execution.

"PROPERTY OWNER"

By: Jackie Moran  
Jackie Moran

STATE OF ARIZONA       )  
                                  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

SEE  
ATTACHED

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

Lot 4 of Villa Monterey Unit 4-B Amended, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 174 of Maps, Page 3.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

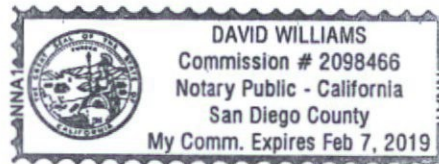
State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 14  
day of April, 20 17, by Jackie Moran

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

(Seal)

Signature 







# SPECIAL SERVICES CUSTOMER INVOICE

Store 0420 SCOTTSDALE-SHEA  
9890 N 90TH STREET  
SCOTTSDALE, AZ 85258

Phone: (480) 767-9294  
Salesperson: JDC332  
Reviewer:

Page 1 of 2

No. 0420-376929

SOLD TO	Name		Home Phone	
	<b>MORAN JACKIE</b>		<b>(480) 304-1872</b>	
	Address 4832 N 76TH PLACE		Work Phone (480) 304-1872	
	Company Name			
	City		Job Description	
	SCOTTSDALE		JOB NUMBER: 9785643; DESCRIPTION: JACKIE MORAN / 4832 N. 76TH PLACE, SCOTTSDALE, AZ	
State AZ		Zip 85251	County MARICOPA	

REPRINT

2017-03-14 12:17

## INSTALLATION #1

## MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # I01

ESTIMATED INSTALL BEGIN DATE: 01/14/2017

ESTIMATED INSTALL END DATE: 02/13/2017

### BASIC INSTALLATION LABOR:

SKU	DESCRIPTION	QTY	UM	TAX	PRICE EACH	EXTENSION
1000-101-964	SFI VINYL WINDOWS (RSW)**/	0.00	EA	N	\$0.00	\$0.00

### CUSTOM LABOR SELECTED INCLUDES:

OPTION	DESCRIPTION	QTY	UM	TAX	PRICE EACH	EXTENSION
1	SFI VINYL WINDOWS (RSW)**	1.00	EA	N	\$8,639.25	\$8,639.25

INSTALLATION SITE NAME: JACKIE MORAN

INSTALL LABOR CHARGE: \$8,639.25

ADDRESS: 4832 N. 76th Place

TRIP CHARGE: \$0.00

CITY: SCOTTSDALE

STATE: AZ

ZIP: 85251

CREDIT FOR DEPOSIT/MEASURE: \$0.00

COUNTY: MARICOPA

SALES TAX RATE: 5.168

TAX: Merchandise - N

LABOR - N

INSTALL TOTAL DUE: \$8,639.25

PHONE: (480) 304-1872

ALTERNATE PHONE: (480) 304-1872

INSTALLER SPECIAL INSTRUCTIONS: Jackie Moran / 4832 N. 76th Place, SCOTTSDALE, AZ

END OF INSTALL #1

Check your current order status online at  
[www.homedepot.com/orderstatus](http://www.homedepot.com/orderstatus)

**TOTAL CHARGES OF ALL MERCHANDISE & SERVICES**

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

<b>ORDER TOTAL</b>	\$8,639.25
<b>SALES TAX</b>	\$0.00
<b>TOTAL</b>	\$8,639.25
<b>BALANCE DUE</b>	\$0.00

**END OF ORDER No. 0420-376929**

*Paid final balance of \$6479.44 on 3/09/2017*  
*Paid \$2159.81 on 1/14/2017.*  
*Paid in full - Jackie Moran*



## Fwd: Kevins Carpentry and Painting Estimate

jackiesue521 <jackiesue521@cox.net>

Tue 1/24/2017 9:02 AM

To: The UPS Store #2700 <store2700@theupsstore.com>;

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: CenturyLink Customer <avril\_kevin@q.com>

Date: 01/23/2017 7:56 PM (GMT-07:00)

To: jackiesue521@cox.net

Subject: Kevins Carpentry and Painting Estimate

Kevins Carpentry and Painting 602 504 8555 January 20th 2017

To: Jackie Moran

4832 N. 76th Place

Scottsdale

Az.

Install 30' Laundry door. Slab door with Primer

Material and Labor      \$325

Install Masonite siding on both Laundry walls. Install Siding on back exterior wall and 1 x 4 trim on window, doors and corners.

Material and Labor        \$1845

Paint Laundry room door and trim, both inside and out. Prime and paint Masonite siding on Laundry room walls and back exterior patio wall and trim. Paint front window wrought iron. Use Dunn Edwards paint.

Material and Labor        \$985

*Paid \$3155.00 on March 08, 2017  
Paid by CK # 228. Paid in full  
Jackie Moran*



Invoice

3.12.17

Anthony Olivas  
602-803-5678

Install Security window  
with latch to open window  
PARTS AND MATERIAL

175.00

Labor

225.00

total

\$ 400.00

pd ck # 227  
3/12/17 paid in full  
Jackie Mora

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

JACKIE S. MORAN

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

4832 N 76th PL

Requester's name and address (optional)

City, state, and ZIP code

SCOTTSDALE, AZ 85251

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

■■■■ - ■■■■ - ■■■■

Employer identification number

■■■■ - ■■■■

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Jackie S Moran

Date ▶

3/31/2017

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records  
VENKER  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

HISTORIC PRESERVATION  
EXTERIOR REHABILITATION PROGRAM AGREEMENT

THIS EXTERIOR REHABILITATION PROGRAM AGREEMENT (the "Program Agreement") is made as of the 7th day of March, 2017 by and between the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Jackie Moran (the "Property Owner"), whose principal address is 4832 North 76<sup>th</sup> Place, Scottsdale, Arizona 85251.

RECITALS

A. The City has determined that it wishes to make available for the purpose of purchasing conservation easements from the owners of certain property designated on the Scottsdale Historic Register (the "SHR") who agree to maintain such property in accordance with agreed upon specifications (the "Program").

B. The Property Owner, who is the owner of property described hereto on Exhibit "A" (the Property) on which there exists a residential structure (the "Structure"), which Property is located at 4832 North 76th Place, Scottsdale, Arizona, which is or will be listed on the SHR, submitted an application under the Program to sell a conservation easement on the exterior surfaces or facades of the Structure to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agrees as follows:

1. Purchase Price. The Property Owner hereby offers to sell, and the City agrees to purchase, a Conservation Easement in the form attached hereto as Exhibit "B" for the amount not to exceed \$7,500.00, (the "Purchase Price") provided that the Property Owner enters into and complies with the terms and conditions of this Program Agreement.

2. Scope of Work. The Property Owner agrees to carry out or cause to be carried out the exterior rehabilitation work (the "Scope of Work") on the Structure as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

3. Agreement, Acknowledgment and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to, the City that:

3.1. Review of Documents. The Property Owner (a) has read this Program Agreement, including all Exhibits hereto, (b) fully understands the terms and conditions of this Agreement set forth herein, and (c) agrees to be bound by those terms and conditions.

3.2. Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of the Purchase may terminate the Property Owner's right to be paid the Purchase Price.



3.3. No Liability. The City shall be in no manner liable to the Property Owner for any and all monies expended by the Property Owner in connection with the Program, whether or not the Property Owner is actually paid the Purchase Price.

4. Commencement of Work. The Property Owner shall commence, or cause to be commenced, the construction of improvements and other repairs of the Structure as set forth in the Scope of Work within ninety (90) days of the date of this Program Agreement. For the purposes of this Agreement, Commencement is defined as the date of issuance of a Certificate of No Effect or Appropriateness as set forth herein ("Commencement of Work").

5. Conditions Precedent to Disbursement of Purchase Price. Subject to Sections 6 and 8 hereof, the Purchase Price shall be disbursed to the Property Owner upon satisfaction of the following conditions precedent:

5.1. Conservation Easement. The City, or its designee, shall receive a duly acknowledged irrevocable Conservation Easement executed by the Property Owner. The City shall hold the Easement until the work described in the Scope of Work has been satisfactorily completed. After completion, the City shall record the Easement in the Maricopa County Recorder's Office. The Easement will (a) provide the City with an enforceable easement consistent with Arizona's Uniform Conservation Act, A.R.S. § 33-271 through 276, inclusive, as and if amended, (b) impose various limitations and obligations upon the Property Owner to preserve the historical, architectural and archaeological aspects of the Structure, and (c) otherwise be in such form and with such content as required by the City in its sole discretion.

5.2. Title Report. The City, or its designee, shall have received a current title report (the "Title Report") issued by a title insurance company acceptable to the City, or its designee, in its sole discretion, which reflects that the Property Owner holds fee simple title to the Property, and is otherwise in such form and with such content as the City, or its designee, shall reasonably require.

5.3. Liens or Encumbrances. The City, or its designee, shall have received complete copies of any and all documents evidencing any and all liens or encumbrances against the Property reflected on the Title Report.

5.4. Confirmation of Persons With Interest In Property. The City, or its designee, shall have received written confirmation, in recordable form, from the holder of any lien, encumbrance, or other property interest (the "Holder"), which confirmation shall permit the conveyance of the Easement, shall acknowledge that the Easement shall run with the Property, and shall contain such other terms as the City may reasonably require.

5.5. Insurance Certificate. The City, or its designee, shall have received a certificate of insurance that certifies that the subject Structure is insured as required by the Easement and is otherwise in such form and with such content as the City, or its designee, may reasonably require.

5.6. Historic Property Designation. The Property and the Structure shall have been zoned "HP" and listed on the SHR.

5.7. Certificate of Appropriateness or No Effect. The City, or its designee, shall have received a certificate of appropriateness or no effect issued by the Historic Preservation Office of the City stating that the Project is compatible with the historic character of the subject property and, therefore: (a) may be completed as specified in the certificate; (b) any building permits or other construction code permits needed to do the work in the specified certificate may be issued by the City's Building Safety Branch; and (c) any other permits required by other City ordinances, such as grading and drainage, may be issued.



5.8. Building Permit. If required by the nature of the exterior rehabilitation of the Structure as determined by the City in its sole discretion, the City, or its designee, shall have received a copy of the building permit issued by the City for the Project which is in such form and with such content as the City, or its designee, may reasonably require.

5.9. Other Documents or Requirements. The City, or its designee, shall have received such other and further documents or other information as may be required by the City, or its designee, in its sole discretion.

5.10. Completion Deadline. The Project shall have been satisfactorily completed in accordance with the City's program guidelines and design standards, as determined by the City or its designee, on or before one (1) year after the Commencement of Work, unless an extension is granted by the City (the "Completion Deadline").

6. Disbursement. The City will pay the Property Owner the Purchase Price after the City's inspection of the Property establishes that the Scope of Work has been satisfactorily completed and the Property Owner has performed all other obligations under this Program Agreement.

7. Non-Compliance of and Right to Cure. In the event the Property Owner completes the Project on or before the Completion Deadline but the City determines that the Project or a portion thereof has not been completed in accordance with the City's program guidelines and design standards the Property Owner shall have the following right to cure (provided the Property Owner shall have satisfied all conditions precedent set forth in Section 5, except 5.10).

7.1. Improvements Unacceptable. In the event the City or its designee does not approve all repairs and improvements completed in connection with the Project, the City or its designee shall notify the Property Owner in writing ("City Notice I") of the reasons the Project in whole or in part is unacceptable. In the event a portion of the Project, which is, as determined in the sole discretion of the City or its designee, sufficient to justify payment of a portion of the Purchase Price, is approved, the City Notice I will advise the Property Owner as to the portion of the Purchase Price to which the Property Owner is currently entitled.

7.2. Cure Period. Upon receipt of the City's Notice I, the Property Owner shall have up to fifteen (15) days to notify the City or its designee in writing that the Property Owner intends to cure the defects detailed in City Notice I, and in such case, the Property Owner shall have sixty (60) days from the date the Property Owner received the City Notice I to cure such defects (the "Cure Period").

7.3. Failure to Cure. In the event the Property Owner fails to respond to City Notice I within fifteen (15) days or otherwise notifies the City that the Property Owner does not elect to cure the defects, the City shall disburse to the Property Owner that portion of the Purchase Price, if any, approved in City Notice I and the Property Owner's right to receive any other monies under the Program shall terminate.

7.4. Cure Effected. In the event the Property Owner elects to cure the defects, the City, or its designee, shall inspect the subject repairs and improvements within fifteen (15) days after the lapse of the Cure Period. If those repairs and improvements have been satisfactorily completed in the sole discretion of the City or its designee, the City will pay the Purchase Price to the Property Owner within thirty (30) days of approving the work performed. In the event the City, or its designee, in its sole discretion shall determine that the repairs and improvements have not been completed as required by the City Notice I, the City shall notify the Property Owner in writing ("City Notice II") which describes the reason the repairs and improvements, in whole or in part, were unacceptable. In the event a portion of the subject repairs and improvements have been approved which is sufficient, as determined in the sole discretion of the City or its designee, to justify a partial payment of the Purchase Price, the City or its designee will notify the Property Owner of such partial payment in City Notice II and will pay that portion of the Purchase Price to the Property Owner within thirty (30) days of the date of City Notice II. The



Property Owner shall not have any right to any portion of the Purchase Price that is not approved for disbursement. The determination of the City or its designee as to whether the defects described in the City Notice I have been cured shall be final.

8. Termination of the Award. In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 5 hereof (including satisfactorily curing any defect in the Project in accordance with Subsection 7.4 hereof) within one (1) year following the Commencement of Work as defined in Section 4, the Property Owner's right to be paid the Purchase Price or any portion thereof shall automatically terminate.

9. Non-Transferable. The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void.

10. Notices. All notices required or permitted under this Program Agreement and the Easement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its address below:

If to the City:

City of Scottsdale  
Steve Venker, Historic Preservation Officer  
Development Services Department  
7447 East Indian School Road  
Scottsdale, AZ 85251

If to the Property Owner:

Jackie Moran  
4832 North 76<sup>th</sup> Place  
Scottsdale, Arizona 85251

Each party may change its or his/her address as set forth herein by notice to such effect directed to the other party.

11. Miscellaneous.

11.1. Amendments and Supplements. This Program Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

11.2. Severability. In the event any provision of this Program Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

11.3. Standard of Approval. Where within this Program Agreement the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

11.4. Waiver. The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Program Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Program Agreement.

11.5. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Program Agreement by the parties hereto.



11.6. Governing Law. This Program Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

11.7. Cancellation. This Program Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as and if amended.

IN WITNESS WHEREOF, the Property Owner and the City have executed this Program Agreement on the date first above written.

CITY OF SCOTTSDALE,  
an Arizona municipal corporation,

By: Steve Venker  
Steve Venker,  
Historic Preservation Officer

"PROPERTY OWNER"  
By: Jackie Moran  
Jackie Moran

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March,

2017 by \_\_\_\_\_.



Karen Hanas  
Notary Public

My Commission Expires:

November 15, 2020



WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records  
VENKER  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

**EXEMPT UNDER A.R.S. 11-1134 (A) (2)**

## **EXHIBIT "A"**

### **Legal Description**

Lot 4 of Villa Monterey Unit 4-B Amended, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 174 of Maps, Page 3.

## **EXHIBIT "C"**

The following items establish the Scope of Work to be accomplished under this Agreement. These same items pertain to the Certificate of Appropriateness issued by the Historic Preservation Office for all work performed under this program. It is the responsibility of the property owner or the contractor to obtain any Building Permits that may be required for the Scope of Work items by the Development Services Department. Building permit fees must be paid by the property owner.

### **SCOPE OF WORK**

**4832 North 76<sup>th</sup> Place  
Scottsdale, Arizona**

Request approval of a Certificate of Appropriateness and approval for Historic Residential Exterior Rehabilitation (HRER) reimbursement funding for exterior rehabilitation of the structure including the following:

1. Remove and replace three windows.
2. Remove one man door and replace it with a new window.
3. Remove one sliding door and replace it with new French doors and side lights.
4. Remove and replace one man door at laundry room.
5. Remove and replace wood siding at laundry room.
6. Remove metal feature at front window and replace metal feature with emergency exiting hardware. Repair and paint stucco finish on exterior walls.



# Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 4832 N 76<sup>th</sup> PL SCOTTSDALE, AZ 85251  
b. County Tax Assessor's Parcel Number: 173-30-387  
c. General Location: VILLA MONTEREY  
d. Parcel Size: \_\_\_\_\_  
e. Legal Description: LOT 4 VILLA MONTEREY 4-B AMENDED  
(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

JEFFERY M CLARK

\_\_\_\_\_, 20\_\_\_\_

Jeffery M Clark

JACKIE MORAN

\_\_\_\_\_, 20\_\_\_\_

Jackie Moran

\_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

2-HP-2017

01/24/2017

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

JACKIE S MORAN  
9020 N 87TH WAY  
SCOTTSDALE, AZ 85258

1862044-1-3-1--  
Hoyp

ESCROW NO.: 01862044 - 825 - AB6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Jeffery M Clark, an unmarried man

do/does hereby convey to

Jackie S Moran, an unmarried woman

the following real property situated in Maricopa County, ARIZONA:

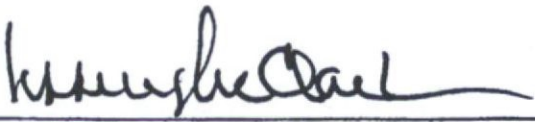
LOT 4, VILLA MONTEREY UNIT FOUR-B AMENDED, ACCORDING TO BOOK 174 OF MAPS, PAGE 3,  
RECORDS OF MARICOPA COUNTY, ARIZONA.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

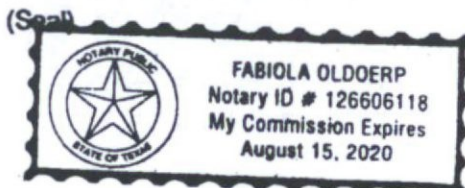
Dated: November 22, 2016

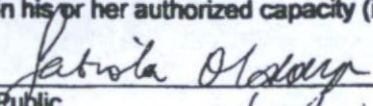
Grantor(s):

x   
Jeffery M Clark

State of Texas } ss:  
County of Williamson

On December 22, 2016, before me personally appeared Jeffery M Clark, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)



  
Notary Public  
Commission Expires: 8/15/20

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

JACKIE S MORAN  
9020 N 87TH WAY  
SCOTTSDALE, AZ 85258

ESCROW NO.: 01862044 - 825 - AB6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**Jeffery M Clark, an unmarried man**

do/does hereby convey to

**Jackie S Moran, an unmarried woman**

the following real property situated in Maricopa County, ARIZONA:

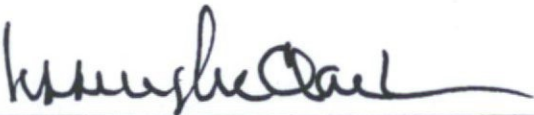
**LOT 4, VILLA MONTEREY UNIT FOUR-B AMENDED, ACCORDING TO BOOK 174 OF MAPS, PAGE 3,  
RECORDS OF MARICOPA COUNTY, ARIZONA.**

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: November 22, 2016

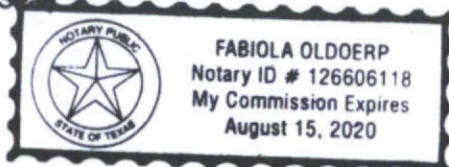
Grantor(s):

x   
Jeffery M Clark

State of Texas } ss:  
County of Williamson

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(Seal)



  
Notary Public

Commission Expires: 8/15/20



**AFFIDAVIT OF PROPERTY VALUE****1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: **173-30-387**  
 BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? \_\_\_\_\_

Please list the additional parcels below (attach list if necessary):

(1) \_\_\_\_\_ (2) \_\_\_\_\_  
 (3) \_\_\_\_\_ (4) \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS:**

Jeffery M Clark  
1705 E 16th St  
Georgetown, TX 78626

**3. (a) BUYER'S NAME AND ADDRESS:**

Jackie S Moran  
9020 N 87th Way  
Scottsdale, AZ 85258

(b) Are the Buyer and Seller related? Yes ☐ No ☒  
 If Yes, state relationship: \_\_\_\_\_

**4. ADDRESS OF PROPERTY:**

4832 N 76th Place  
Scottsdale, AZ 85251

**5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)**

Jackie S Moran  
See #4 above

(b) Next tax payment due 2017

**6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box**

- a. ☐ Vacant Land f. ☐ Commercial or Industrial Use  
 b. ☐ Single Family Residence g. ☐ Agricultural  
 c. ☒ Condo or Townhouse h. ☐ Mobile or Manufactured Home  
     ☐ Affixed ☐ Not Affixed  
 d. ☐ 2-4 Plex i. ☐ Other Use; Specify: \_\_\_\_\_  
 e. ☐ Apartment Building

**7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:**

- a. ☒ To be used as a primary residence.  
 b. ☐ To be rented to someone other than a "qualified family member."  
 c. ☐ To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" or "family member."

**8. If you checked e or f in Item 6 above, indicate the number of units:**

For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

**FOR RECORDER'S USE ONLY****9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):**

- a. ☒ Warranty Deed d. ☐ Contract or Agreement  
 b. ☐ Special Warranty Deed e. ☐ Quit Claim Deed  
 c. ☐ Joint Tenancy Deed f. ☐ Other: \_\_\_\_\_

**10. SALE PRICE:** \$ **143,500.00**

**11. DATE OF SALE (Numeric Digits):** 11/2016  
 Month / Year

**12. DOWN PAYMENT** \$ **-0-**

**13. METHOD OF FINANCING:**

- a. ☐ Cash (100% of Sale Price) e. ☒ New loan(s) from financial institution:  
     (1) ☐ Conventional  
     (2) ☐ VA  
     (3) ☒ FHA  
 b. ☐ Barter or trade  
 c. ☐ Assumption of existing loan(s) f. ☐ Other financing; Specify: \_\_\_\_\_  
 d. ☐ Seller Loan (Carryback)

**14. PERSONAL PROPERTY (see reverse side for definition):**

- (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒  
 (b) If Yes, provide the dollar amount of the Personal Property:

\$ **00** AND

briefly describe the Personal Property: \_\_\_\_\_

**15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest:****16. SOLAR / ENERGY EFFICIENT COMPONENTS:**

- (a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒  
 If Yes, briefly describe the solar / energy efficient components: \_\_\_\_\_

**17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):**

Jeffery M Clark  
1705 E 16th St Georgetown, TX 78626  
 Phone \_\_\_\_\_

**18. LEGAL DESCRIPTION (attach copy if necessary):**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 29 day of Dec 2016

Notary Public Andrea Baldwin

Notary Expiration Date 4-16-19



**ANDREA BALDWIN**  
 Notary Public - State of Arizona  
 MARICOPA COUNTY  
 My Commission Expires  
 April 16, 2019

Signature of Buyer / Agent

State of ARIZONA, County of MARICOPA

Subscribed and sworn to before me on this 28 day of Dec 2016

Notary Public Nancy J Brooks

Notary Expiration Date 2/14/2019



**NANCY J. BROOKS**  
 Notary Public, State of Arizona  
 Maricopa County  
 My Commission Expires  
 February 14, 2019

**EXHIBIT "A"**  
**Legal Description**

LOT 4, VILLA MONTEREY UNIT FOUR-B AMENDED, ACCORDING TO BOOK 174 OF MAPS, PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA.

**2-HP-2017**  
**01/24/2017**